

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.				BPA NO.	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO. MODIFICATION NO.	
5. SOLICITATION NO. 386-05-024		6. SOLICITATION ISSUE DATE Sept. 2, 2005			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mr. Michael Daschbach		b. TELEPHONE NO. (No Collect Calls) 91-11-2419-8000 X.4508	
8. OFFER DUE DATE/LOCAL TIME Sept. 19, 2005 10:00 AM					
9. ISSUED BY Regional Contracts Office US Agency for International Development American Embassy Shantipath, Chanakyapuri New Delhi-110021 INDIA		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO Port of Colombo Sri Lanka Ports Authority Colombo, Sri Lanka		CODE		16. ADMINISTERED BY (same as box 9) CODE	
17a. CONTRACTOR/OFFEROR (same as box 9)		CODE		18a. PAYMENT WILL BE MADE BY Office of the Controller USAID Mission in Sri Lanka 44 Galle Road Colombo 3 Sri Lanka	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	<p>The purpose of this contract is to have commercial vendor supply and deliver playground equipment for up to 85 childrens' parks to Colombo, Sri Lanka for tsunami-affected areas of the country.</p> <p>For specific details, please refer to the attached Annexes.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				
23. UNIT PRICE					24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.					
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
				31c. DATE SIGNED	

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**SECTION B - CONTINUATION BLOCK**

(Section B- Continuation Block is intentionally left blank).

**SECTION C - CONTRACT CLAUSES****C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

**C.2 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--  
COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract: [Not Applicable]

**C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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**C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL  
ITEMS (JUL 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1)52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2)52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) of 52.219-5.

☐ (iii) Alternate II (JUNE 2003) of 52.219-5.

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☒ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (iii) Alternate II (OCT 1998) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

- ☐ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☒ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds

\$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **C.5 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from time of contract award through September 30, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than nil, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--.

(1) Any order for a single item in excess of the contract ceiling;

(2) Any order for a combination of items in excess of the contract ceiling;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.



(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

#### **C.8 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****ANNEX ONE: TENDER DETAILS****Outline**

USAID is issuing this international tender in order to procure playground equipment and its delivery to the Colombo, Sri Lanka. While USAID plans to purchase equipment for up to 85 parks (sets), at this time it is interested in procuring equipment for an initial (Base Order) set of 12 parks for delivery to Colombo no later than Monday, December 5, 2005. Later in 2005 USAID plans to place a second and third order for playground equipment sets under Option orders (for the remaining 73 parks) to complete its project. Offerors may bid on either just the initial order of equipment for 12 parks or on the initial set of 12 parks plus the Option orders for the additional 73 parks. Offerors should make clear in their whether they are bidding on just the initial Base Order of 12 parks only or the entire requirement of up to 85 parks inclusive of the Base Order and all Options.

USAID designed four types (models) of parks that need equipment:

<b>Type of Park</b>	<b>Total Number of Parks</b>	<b>Total Area of Park (Square Feet)</b>	<b>Dimensions (Square Feet)</b>	<b>Number Needed on Dec. 5, 2005</b>
Small	50	1700	32 X 56	3
Medium	20	2800	40 X 60	3
Large	11	4030	56 X 72	4
Signature	4	6400	80 X 80	2

(Note: 1 foot equals 30.48 cm / 3 feet equal 91.44 cm, just under 1 meter.)

Small Parks should have 10 pieces of equipment. Six pieces should be on a composite structure and four should be standalone. At least three should be suitable for children under 5 years old.

Medium Parks should have 15 pieces of equipment. Nine pieces should be on a composite structure and six should be standalone. At least six should be suitable for children under 5 years old.

Large Parks should have 20 pieces of equipment. 12 pieces should be on a composite structure and eight should be standalone. At least seven should be suitable for children under 5 years old.

Signature Parks should have 30 pieces of equipment. 22 pieces should be on a composite structure and eight should be standalone. At least 10 should be suitable for children under 5 years old.

**International Tender**

This is a full and open competition, under which any type of organization (large or small commercial [for profit] firms and non-profit organizations) may be eligible to compete. This is an international tender and is NOT restricted to only U.S. based firms and organizations only. Firms and organizations based in Burma (Myanmar), Cuba, Libya, North Korea, Iran, or Syria are not eligible to bid or be award the resulting contract from this tender.

**The Base Order**

Please see Annex Three (3) at page D-6 for the list of Communities and Features requested for this Order.

Based on its collaborations with local communities and other partners, USAID has established a list of desired equipment to be procured in the first order.

USAID, along with its partners, is currently in the process of conducting community consultations in Sri Lanka in order to determine which equipment it would like to request for the second and third (Option) orders.

### **Project Quality Control**

One extremely important issue, when undertaking as large a playground construction project as this, is the necessity to provide equipment which will be safe and durable for an acceptable lifetime of use. While desiring to identify and create safe and fun play spaces for children, especially those children who have suffered from the tsunami, we do not wish to cause any child accidental harm due to faulty manufacture or installation of equipment. For this reason, USAID wishes to procure (or receive through donation) playground equipment, which meets or exceeds accepted international standards of manufacturing quality and design. The Project Team has established the minimum standard requirement equal to or surpassing the ASTM F1487-01e or EN 1197, as verified by an authoritative third-party standards testing organization.

The successful bidder must submit all the required certifications, certified documents, insurance certificates, and warranties as specified in this tender.

It is the intent of this tender to purchase and receive delivery of the play equipment necessary to build the first ten playgrounds. The equipment shall be bundled, packaged, and marked individually by installation location. All parcels pertaining to each individual playground location shall be individually marked to assist in handling each site's equipment without unpacking or unwrapping boxes, containers or protective wrapping on play components prior to installation at the specific site. Colored tape or some other similar color-coding system would work best. Multiple sites may be shipped in one container provided the previous condition is met.

The successful offeror will be responsible for shipping the equipment to the port of Colombo, Sri Lanka. USAID will inspect and accept the equipment and clear it through customs. USAID is interested in offers that are willing to guarantee that the equipment will arrive in the port of Colombo no later than Monday, December 5, 2005. This milestone date will allow the first playgrounds to be installed by December 26, 2005 and is a significant project milestone on the one-year anniversary of the Tsunami that will facilitate a dedication ceremony in recognition of the sacrifices made by all Sri Lankans.

Please note the following:

- It is for these reasons the bid price for all equipment must be guaranteed through September 30, 2006.
- Each design must be in compliance with either playground safety standard ASTM F1487-01e or EN 1176, as verified by an authoritative third-party standards testing organization.

### **Color Scheme:**

1. **Blue** / Green / Purple
2. **Blue** / Yellow / Red
3. **Red** / Green / Yellow
4. **Purple** / Green / Yellow

The definition of color scheme we would like to use for the tender is that: "Of all equipment in a given park, 50% of equipment should be of the primary color (the first one listed) and the other equipment 25% for each of the other two colors. Coloring of specific equipment pieces (ie, individual slides or pipes) should be at the discretion of the vendor, so long as the overall park equipment represents the 50/25/25 percent breakdown within that color scheme".

**Offeror Instructions**

Interested offerors are instructed to submit proposals to USAID no later than Monday, September 19, 2005 at 10:00 AM (New Delhi, India time). Proposals submitted by e-mail are preferred; they may be submitted via internet email to “**tdy3-newdelhi@usaid.gov**” with a cc to “**marcusjohnson@usaid.gov**”. Question prior to the closing date/time should be directed to both internet email addresses for response.

If offerors may submit a hardcopy (fax or hand delivery) proposal to the following address:

Attn: Mr. Marcus A. Johnson, Jr.  
Regional Contracts Office  
U.S. Agency for International Development  
American Embassy  
Shantipath, Chanakyapuri  
New Delhi-110021 INDIA  
Fax: 91-11-24198390  
Tel: 91-11-24198000

Please note that offerors who do not e-mail proposals are responsible for ensuring that their proposals arrive at the above address before the date and time defined above.

Offerors should clearly state whether they are proposing on only the Base Order or the entire requirement of equipment for up to 85 parks.

Offerors should describe in any way they can (words in English language, photos, diagrams, charts, etc.) what they propose in order to fill the Orders and at what cost/price. USAID prefers proposals cost/price and payment in U.S. Dollars however bids are not restricted to be in U.S. Dollar currency only. Non-U.S. Dollar bids, if any, will be converted to U.S. Dollar equivalent based on the rate published for Monday, September 19, 2005 for purposes of comparison and analysis. If the winning bid is not in U.S. Dollars, then payment will be made in the currency specified in the winning bid via bank wire transfer to the account specified by the contractor.

Offerors are required to check the USAID/India Regional Contracting Office website frequently for any modification(s) or update(s) on the tender. ([http://www.usaid.gov/in/working\\_with\\_us/grant\\_opportunity.htm](http://www.usaid.gov/in/working_with_us/grant_opportunity.htm))

## ANNEX TWO: PROJECT FRAMEWORK

**Project Summary:** In response to the destructive tsunami waves that caused significant loss of life, property and community space (including children's play spaces), USAID proposes to fund a project for the rehabilitation/construction of up to 85 playgrounds of standard design using equipment meeting or surpassing international standards of safety, durability and quality, in 13 tsunami-affected districts of coastal Sri Lanka<sup>1</sup>. To ensure timely and effective implementation of construction and sustainability of playground upkeep, USAID proposes to enter into partnership agreements with: Sarvodaya (one of the most respected and experienced Sri Lankan non-governmental organizations); the American Jewish Joint Distribution Committee (AJJDC), the Bush/Clinton Tsunami Relief Fund and other partners. Lastly, the project has several potential linkages with other USAID-funded tsunami relief interventions and youth-oriented community development projects. USAID is issuing this tender in order to procure playground equipment for this project.

### Background

On December 26, 2004, an earthquake measuring 9.0 on the Richter scale struck at shallow depth off the western coast of Indonesia. The quake generated a series of destructive *tsunami* waves, which traveled rapidly throughout the Indian Ocean region. These waves hit coastal Sri Lanka with devastating impact; recorded waves of up to 5 meters in height washed over coastal areas and penetrated inland up to 500 meters along a 700 kilometer long zone of destruction. The tsunami waves caused the loss of over 40,000 lives, the displacement of over 800,000 people, and destruction of property valued at over \$1 billion USD.

This disaster has caused considerable suffering for Sri Lankan children. Coastal children have suffered traumatizing near-death experiences, loss of family members, loss of homes and possessions, displacement to overcrowded welfare centers, and loss of familiar and treasured places. To meet the physical and emotional needs of children affected by such tragedies, USAID has responded already with allocation of over \$57 million to provide food, water, shelter, sanitation, protection from harm, and psychological support. USAID, working through experienced partner agencies like UNICEF, Sarvodaya, Save the Children and CARE, continues to assess and respond to the ongoing needs of children through emergency, recovery and rehabilitation interventions. As the return to normalcy continues the recovery efforts have moved from immediate recovery needs to reconstruction.

At the present moment (eight months since the tsunami), coastal children and families are making the slow progression back to normalcy. Many children have returned to school, and some families have been able to move out of welfare centers to stay with friends and relations. Other children however, remain with their families camped out at local churches, temples, and mosques, and 176 schools remain closed due to similar occupancy or due to structural damage<sup>2</sup>. For those families that are able to return to damaged houses, or to temporary shelters, they return to devastated communities. Among the loss of so much community infrastructure, what impacts children significantly is the loss of protected and safe play places. It has been well documented by child psychologists that the opportunity to play is a significant factor in children's recovery of mental well being<sup>3</sup>. Free play also allows children to exert energies through physical experience and promotes good health. To support the recovery of children affected by the 2004 tsunami and to contribute to the rehabilitation of tsunami damaged communities, USAID is proposing this project, which will establish through rehabilitation and/or construction approximately 85 high quality playgrounds, offering "a permanent place to play" to thousands of children who have lost nearly everything.

### Partnerships for Project Implementation

This project provides an excellent opportunity to private corporations and organizations working in the field of play interventions for children to be involved in a dynamic and massive-scale project, which is at the same time simple,

<sup>1</sup> Districts include: Puttalam, Gampaha, Colombo, Kalutara, Galle, Matara, Hambantota, Ampara, Batticaloa, Trincomalee, Mulativu, Kilinochchi, and Jaffna.

<sup>2</sup> Figure as of 2/1/05, provided by the Government of Sri Lanka Center for National Operations (CNO).

<sup>3</sup> Tolfree, David. "Restoring Playfulness". Swedish Save the Children. 1996.

obvious, and heart-touching. USAID Sri Lanka plans to engage several external agencies in collaborative partnerships to achieve the projects goals and objectives. There are several specific partnerships we have entered into to assist in the successful completion of the Project, as discussed below:

**A. Sarvodaya – USAID’s Project Implementing Partner** – Sarvodaya is responsible, through a separate MOU with USAID, for negotiating with local authorities for land allocation of 85 playground spaces; procurement of construction materials; implementing site work. Sarvodaya is an accomplished and dedicated non-governmental organization with capacity to undertake this work and exceed expectations. The Lanka Jathika Sarvodaya Shramadana Sangamaya Inc. (Sarvodaya) is one of the oldest NGO’s in Sri Lanka and is at the forefront of integrated community development in the country.

**B. American Jewish Joint Distribution Committee (AJJDC)** - This well known private foundation provides funding to restore communities following disaster, with a particular emphasis on supporting children as well as groups with particular vulnerabilities. AJJDC has contributed matching funds with USAID. AJJDC will function in the role of an equal donating partner, maintaining oversight of the financial management of its funds, contributing to the planning process, and leveraging its global network to bring interested parties and resources into the project. USAID Sri Lanka has a separate Memorandum of Understanding with AJJDC for this project.

**D. Government of Sri Lanka national and local levels** – In order to make this project work, and to work within the timeframe that has been identified, USAID and Sarvodaya plan considerable outreach to national and district level governmental authorities. Using the unique contacts and relationships our office has developed over a decade of development partnership with the Government of Sri Lanka, USAID plans to obtain a Letter of Endorsement for this project from both Her Excellency Chandrika Bandaranaike Kumaratunga, President of Sri Lanka and Honorable Mahinda Rajapakse, Prime Minister of Sri Lanka. These letters will greatly facilitate our interactions with District and Division level government authorities and in particular the allocation of land to the project. At the District Level, USAID and its Implementing Partner will liaise with local authorities on site selection, site management issues, site preparation, fencing and lighting, and other issues related to playground installation.

**E. Local organizations** – It is very important to USAID that communities will want to take ownership for these playgrounds and will be willing and responsible for their management and upkeep. We recognize that the long term sustainability of upkeep and maintenance for these playgrounds lies outside the scope of our funding and managerial capacity. To address these needs, USAID will partner foremost with Sarvodaya, which has local representative societies and operational offices in all districts of Sri Lanka. Sarvodaya also has the experience and networking necessary to formulate secondary partnership agreements with other Sri Lankan community organizations (examples might be Lions or Rotary Club, Red Cross, associations of disabled peoples, youth organizations, etc). From significant previous experience working with these organizations, we believe it will not be difficult to enlist their involvement in such a positive and community-supporting project.

**F. Community participation** – Above all, USAID and Sarvodaya want these proposed playgrounds to be used for the fun and benefit of thousands of children, their parents and relatives, and the communities in which they live. To ensure that playgrounds are located within or near to communities with many children, that playgrounds are composed with materials and designs that are acceptable, and that site design meets the expectations of the community for cultural appropriateness, safety and protection of children and users – USAID and Sarvodaya plan to undertake a consultative process whereby a wide cross-section of community stakeholders will be identified both by ourselves, local authorities, and local agency partners. These members of the community will be invited to participate in an inclusive, “town-hall” style meeting where playground location, size, and design will be discussed and viewpoints can be contributed. USAID and its partners will input these viewpoints into site selection discussion with local authorities, and modifications to playground design. We will also make efforts through media outlets to keep the communities informed about the project’s implementation, and solicit community involvement as possible and practical through site clearance, minor landscaping, opening ceremonies, etc. to maximize local ownership.

**ANNEX 3: BASE ORDER**

	Park Name	Park Location	Park Code	Park Size	Color Scheme	Composite Add-On Features	Standalone Features
1.	Matara	Matara	SMAM1	Med	2	1 straight slide, 1 double slide, 1 crawl tunnel, 1 inverted arch climber, 1 Challenge climber, 1 suspension bridge, 1 roof, 1 Horizontal ladder and 1 Alphabet panel	1 double swing, 1 spinning whirl , 1 spring rider, 1 see-saw, 1 spinning, 1 Mountain climber
2	Kalutara	Lagoswatta Housing scheme	WKLA1	Small	1	1 Double slide, 1 ribbon climber, 1 big looped rung horizontal ladder, 1 challenge climber, 1 curved slide and 1 log bar.	1 spring rocking, 1 Double swing, 1 See-saw, 1 spinning whirl.
3	Ampara	Ampara	EAMP1	Medium	4	1 Strait slide, 1 Double slide, 1 Tunnel slide, 2 different activity panels, 1 roof, 1 Beam, 1 ribbon climber, 1 satellite horizontal ladder	2 different spring rocking, 1 double swing, 1 See-saw, 1 big looped rung horizontal ladder, 1 Mountain climber
4	Colombo	Moratuwa	WCOM1	Small	2	1 double slides, 1 curve slide, 1 activity panel, 1 clover climber, 1 challenge climber, 1 “U” rung horizontal ladder	1 Spring rocker, 1 double swing, 1 See-saw, 1 mountain climber.
5	Hambantota	Tangalle	SHAT1	Medium	1	1 waved slide, 1 Tunnel slide, 1 double slide, 1 Satellite horizontal ladder, 1 roof, 2 activity panels, crawl tunnel, step climber	1 double swing, 2 see-saw, 1 climber, 1 loop ladder, 1 Spinning whirl.
6	Gampaha	Wattala	WGWT1	Small	2	1 waved slide, 1 curved slide, 1 Curly climber, 1 activity panel, 1 Crawl tunnel, 1 corkscrew 1 suspension bridge	1 rocking, 1 double swing, 1 see-saw, 1 spinning whirl.
7	Trinco	Trinco	ETRT1	Large	1	1 fire pole, 1 double swing, 1 spyroslide, 1 Tunnel slide, 1 vertical ladder, 1 cliff climber, 1 beam, 1 Activity panel, 1 loop ladder, 1 roof, 1	1 double swings, 2 see-saw, 1 climber, 1 horizontal ladder, 2 spring riders, 1 strait slide,

						log roll, 1 suspension bridge.	
8	Batticaloa	Batticaloa	EBAV1	Large	3	1 fire pole, 1 double slide, 1 spyroslide, 1 tunnel slide, 1 vertical ladder, 1 cliff climber, 1 snake climber, 1 roof, 1 activity panel, 1 suspension bridge, 1 horizontal ladder, 1 log roll, 1 step ladder.	1 double swings, 2 see-saws, 1 big looped rung horizontal ladder, 1 spinning whirl, 1 rock climber, 1 spring rider, 1 open spiral slide,
9	TBD	TBD	TBD	Large	2	1 Sculptured roof, 1 chute slide, 1 flip slide, 1 trapeze rings, 1 access ramps, 1 suspension bridge, 1 bubble climber, 2 activity panel, 1 Curved tube, 1 satellite horizontal ladder, 1 log roll	1 double swing, 2 see-saws, 1 volcano climber, 1 spring pods, 1 spring rider, 1 spinning whirl, 1 wave slide.
10	TBD	TBD	TBD	Large	2	1 Sculptured roof, 1 chute slide, 1 flip slide, 1 trapeze rings, 1 access ramps, 1 suspension bridge, 1 bubble climber, 2 activity panel, 1 Curved tube, 1 satellite horizontal ladder, 1 log roll	1 double swing, 2 see-saws, 1 volcano climber, 1 spring pods, 1 spring rider, 1 spinning whirl, 1 wave slide.
11	Galle	Galle	TBD	Signature	2	30 total min. (22 on composite and 8 standalone; with minimum of 10 suitable for 0-5 years)	
12	TBD	TBD	TBD	Signature	1	30 total min. (22 on composite and 8 standalone; with minimum of 10 suitable for 0-5 years)	

**Second Order (“Option #1”)**

The Option #1 order will be for playground equipment for 40 parks. This order will include only two (2) sets of equipment for the Signature park configuration the balance of 38 will be distributed amongst the small, medium, and large park configuration as follows. Small - 24, Medium -10, Large - 4. Reference the above Base Order configuration for each size.

**Third Order (“Option #2”)**

The Option #2 order will be for playground equipment for 33 parks. This order will include no sets of equipment for the Signature park configuration, only small, medium, and large parks as follows. Small - 23, Medium - 7, Large - 3. Reference the above Base Order configuration for each size.



## SECTION E - SOLICITATION PROVISIONS

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

### E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Cost. The U.S. Government will view proposals with a lower total cost/price and with a lower cost/price per (small, medium, large and signature) set of equipment more favorably.
2. Technical. Within each of the significant technical evaluation factors are a list of specific subfactors, which when combined, forms the basis of the significant evaluation factor. Each subfactor under a particular significant technical evaluation factor are of equal weight relative to each other. The technical criteria below reflect the requirements of this particular solicitation.

#### A. Technical Approach.

The offerors technical approach shall be scored based on the following:

- 1) The ability to offer products that meet or exceed the requirement as described in Annex 3: Initial Order of Section D of the Solicitation;

#### B. Past Performance

The offerors past performance shall be scored on the following:

- 1) History of reasonable and cooperative behavior and commitment to customer satisfaction of clients;
- 2) History of reasonable and cooperative behavior and commitment to customer satisfaction to end users (equipment owners and users);
- 3) History of adherence to contract schedules.

(In addition to providing the names and full contact information of an offeror's 5 most recent clients/customers. USAID may use past performance information obtained from sources other than the sources identified by the Offeror. The Government may give more weight to past performance information that is more recent or considered more relevant or current. If the Offeror asserts that it has no relevant past performance information, the Offeror's proposal will not be evaluated favorably or unfavorably on past performance.)

In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation. In order to determine which offeror represents the

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best value, the Government will make a series of paired comparisons among those offerors that submitted acceptable proposals, trading off the differences in capability and price between the members of each pair. If, in any paired comparison, the offeror with the higher expected value also has the lower price, then the CO will consider that offeror to represent the better value. If the offeror with the higher expected value has the higher price, then the CO will decide whether the difference in capability is worth the difference in price. If the CO decides that it is, then he or she will consider the offeror with the higher expected value and the higher price to represent the better value. If not, then the CO will consider the offeror with the lower expected value/ less capable and the lower price to represent the better value. The CO will continue to make paired comparisons in this way until he or she has identified the offeror representing the best value.

Technical and past performance, when combined, are equal weight to cost/price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

### **E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAR 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a U.S. small business concern only whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

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☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas by a U.S. based firm or organization. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

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(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions(31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence

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an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

**END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS:**

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

**UNKNOWN****ATTACHMENTS**

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____



**UNKNOWN****ATTACHMENTS**

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

## UNKNOWN

## ATTACHMENTS

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website. (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

### **E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>